

CRAVATH, SWAIN & MOORE

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NEW YORK, N. Y. 10005

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HENRY P. RIORDAN
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SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE

ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GREGGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLER
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM R. ROGERS, JR.
JAMES D. COOPER

7-007A037

No.

Date JAN 7 1987

RECORDATION NO. 15013

Filed & Recorded

Fee \$

1.00

JAN 7 1987 10:45 AM

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

\$10.00 filing fee

January 6, 1987

Amendment Agreement Dated as of December 15, 1986
Amending Conditional Sale Agreement Filed under
Recordation No. 15013
Lease of Railroad Equipment Filed under
Recordation No. 15013-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation for filing and recordation counterparts of the following:

Amendment Agreement No. 1 dated as of December 15, 1986, among Consolidated Rail Corporation, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, Whirlpool Acceptance Corporation, as Vendee, and The Aetna Casualty and Surety Company, as Investor.

The Amendment Agreement amends a Conditional Sale Agreement and a Lease of Railroad Equipment each dated as of July 15, 1986, previously filed and recorded with the Interstate Commerce Commission on August 1, 1986, at 4:40 p.m., Recordation No. 15013.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to adjust the Amortization Schedule and the Basic Rental and Casualty Value percentages.

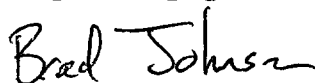
Think this will be 15013-D
Consolidated Rail Corporation
Brooks Huston

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15013-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the document and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,



Bradley D. Johnson
as Agent for
Consolidated Rail Corporation

Ms. Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

Interstate Commerce Commission

Washington, D.C. 20423

1/7/86

OFFICE OF THE SECRETARY

Bradley D. Johnson
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/7/87 at 10:45am, and assigned recordation number(s). 15013-D

Sincerely yours,

Norata R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

ION NO. 15013 Filed & Recorded

JAN 7 1987 10:45 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1, dated as of December 15, 1986, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation (the "Lessee"), WHIRLPOOL ACCEPTANCE CORPORATION, a Delaware corporation (the "Vendee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (the "Agent"), and THE AETNA CASUALTY AND SURETY COMPANY (the "Investor" and together with its successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of July 15, 1986, (the "Participation Agreement");

WHEREAS the Builders (as defined in the Participation Agreement) and the Vendee have entered into a Conditional Sale Agreement dated as of July 15, 1986 (the "CSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of July 15, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on August 1, 1986, at 4:40 p.m., recordation numbers 15013 and 15013-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on August 4, 1986, at 8:30 a.m.;

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS those variables affecting their Vendee's Net Economic Return (as defined in the Participation Agreement) have now been determined; and

WHEREAS based on such determination, the parties hereto now desire to amend certain provisions of the Documents to increase the commitment of the Investor to fund a portion of the Purchase Price of the Equipment from 60.8323% to 75% of such Purchase Price;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. The Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 60.8323% to 75% of such Purchase Price, and the Vendee will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "60.8323%" and to substitute the figure 75% therefor. In order to effect such increased commitment, the Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on December 30, 1986 \$1,884,369.73 (the "Increased Commitment") in the manner provided in the second paragraph of Paragraph 2 of the Participation Agreement and the Agent shall transmit the Increased Commitment to the Vendee on such date as provided in the second paragraph of Paragraph 13 of the Participation Agreement. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to the Investor a certificate or certificates of interest with respect to such payment substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated December 30, 1986.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "39.1677%" appearing therein and substituting "25%" therefor.

5. Schedule I to the CSA is hereby amended to read as set forth in Schedule I hereto.

6. Section 1 of the Lease is hereby amended by inserting "9.875%" in the penultimate sentence thereof.

7. Section 11 of the Lease is hereby amended by deleting the last sentence of the first paragraph and inserting in its place the following:

"In the event any Unit is not assembled, delivered and stored, as hereinabove provided, within 60 days after

3

such termination, the Lessee shall, in addition, pay to the Lessor for each day thereafter an amount equal to the amount, if any, by which the daily equivalent of the Basic Rent for such Unit for each such day exceeds the actual earnings received by the Lessor with respect to such Unit for each such day."

8. Schedules B and D to the Lease are hereby amended to read as set forth in Schedules B and D hereto.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

11. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

12. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

By J. D. Schmidt
Title Director - Financing

[Corporate Seal]

Attest:

Luoth C. Knudge
Title Asst. Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

By _____
Title _____

[Corporate Seal]

Attest:

Title _____

WHIRLPOOL ACCEPTANCE CORPORATION,

By _____
Title

[Corporate Seal]

Attest:

TitleTHE AETNA CASUALTY AND SURETY
COMPANY,By _____
Title

[Corporate Seal]

Attest:

Title

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this 20th day of December 1986, before me personally appeared T.D. Schmidt, to me personally known, who, being by me duly sworn, says that he is the Director-Financing of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Mary M. McCourt
Notary Public

[Notarial Seal]

MARY M. MCCOURT
Notary Public, Philadelphia, Phila. County
My Commission Expires March 21, 1987

My Commission Expires: _____

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF CONNECTICUT,)
) ss.:
CITY OF ,)

On this day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he a _____ of THE AETNA CASUALTY AND SURETY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of _____, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

SCHEDULE 1 OF
PARTICIPATION
AGREEMENT

SCHEDULE I

<u>Payment Date</u>	<u>Debt Service</u>	<u>Ending Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
January 1, 1987	17996.23	17996.23*	0.00	1000000.00**
April 1, 1987	22187.50	22187.50	0.00	1000000.00
July 1, 1987	22187.50	22187.50	0.00	1000000.00
October 1, 1987	63915.16	22187.50	41727.66	958272.34
January 1, 1988	21261.67	21261.67	0.00	958272.34
April 1, 1988	21261.67	21261.67	0.00	958272.34
July 1, 1988	21261.67	21261.67	0.00	958272.34
October 1, 1988	69743.44	21261.67	48481.77	909790.57
January 1, 1989	20185.98	20185.98	0.00	909790.57
April 1, 1989	20185.98	20185.98	0.00	909790.57
July 1, 1989	20185.98	20185.98	0.00	909790.57
October 1, 1989	20185.98 ^{20185.98} _{TDS}	20185.98	0.00	909790.57
January 1, 1990	72970.50	20185.97	52784.53	857006.04
April 1, 1990	19014.82	19014.82	0.00	857006.04
July 1, 1990	19014.82	19014.82	0.00	857006.04
October 1, 1990	19014.82	19014.82	0.00	857006.04
January 1, 1991	76483.97	19014.82	57469.15	799536.89
April 1, 1991	17739.72	17739.72	0.00	799536.89
July 1, 1991	17739.72	17739.72	0.00	799536.89
October 1, 1991	17739.72	17739.72	0.00	799536.89
January 1, 1992	80309.26	17739.72	62569.65 ^{65.4} _{TDS}	736967.35
April 1, 1992	16351.46	16351.46	0.00	736967.35
July 1, 1992	16351.46	16351.46	0.00	736967.35
October 1, 1992	16351.46	16351.46	0.00	736967.35
January 1, 1993	74915.34	16351.46	58563.88	678403.47
April 1, 1993	15052.08	15052.08	0.00	678403.47
July 1, 1993	90163.13	15052.07	75111.06	603292.41
October 1, 1993	13385.55	13385.55	0.00	603292.41
January 1, 1994	13385.55	13385.55	0.00	603292.41
April 1, 1994	13385.55	13385.55	0.00	603292.41
July 1, 1994	88377.90	13385.55	74992.35	528300.06
October 1, 1994	11721.66	11721.66	0.00	528300.06
January 1, 1995	11721.66	11721.66	0.00	528300.06
April 1, 1995	11721.66	11721.66	0.00	528300.06
July 1, 1995	109930.32	11721.66	98208.66	430091.40
October 1, 1995	9542.65	9542.65	0.00	430091.40
January 1, 1996	9542.65	9542.65	0.00	430091.40
April 1, 1996	9542.65	9542.65	0.00	430091.40
July 1, 1996	140379.34	9542.65	130836.69	299254.71
October 1, 1996	6639.71	6639.71	0.00	299254.71
January 1, 1997	6639.71	6639.71	0.00	299254.71
April 1, 1997	6639.71	6639.71	0.00	299254.71
July 1, 1997	149627.36	6639.71	142987.65	156267.06
October 1, 1997	3467.18	3467.18	0.00	156267.06
January 1, 1998	3467.18	3467.18	0.00	156267.06
April 1, 1998	3467.18	3467.18	0.00	156267.06
July 1, 1998	159734.24	3467.18	156267.06	0.00

* Plus interest accrued on this amount since December 30, 1986.

** Reflects additional principal investment made on December 30, 1986.

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Casualty Value
(Exclusive of Rent)

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
January 1, 1987	103.0341576
April 1, 1987	103.2293041
July 1, 1987	103.8693339
October 1, 1987	101.3339191
January 1, 1988	98.4393952
April 1, 1988	98.9315345
July 1, 1988	99.3565465
October 1, 1988	96.1086427
January 1, 1989	96.4593389
April 1, 1989	96.7800966
July 1, 1989	97.0348288
October 1, 1989	93.2915485
January 1, 1990	93.4671365
April 1, 1990	93.6100993
July 1, 1990	93.6852757
October 1, 1990	89.4085919
January 1, 1991	89.4121034
April 1, 1991	89.4121034
July 1, 1991	89.4121034
October 1, 1991	84.7193879
January 1, 1992	84.7193879
April 1, 1992	84.7193879
July 1, 1992	84.3647667
October 1, 1992	79.6178544
January 1, 1993	79.6216847
April 1, 1993	72.8739926
July 1, 1993	72.2737646
October 1, 1993	71.6735367
January 1, 1994	71.6800197
April 1, 1994	64.5387669
July 1, 1994	63.8906774
October 1, 1994	63.2425879
January 1, 1995	63.2495879
April 1, 1995	54.2435420
July 1, 1995	54.2311095
October 1, 1995	54.2611127

Rental
Payment Dates

Percentage
of Purchase
Price Per Unit

January 1, 1996	54.3146399
April 1, 1996	44.5752039
July 1, 1996	44.6903561
October 1, 1996	44.8330446
January 1, 1997	45.0038305
April 1, 1997	34.4745791
July 1, 1997	34.7179627
October 1, 1997	34.9941791
January 1, 1998	35.3038972
April 1, 1998	23.9226416
July 1, 1998	24.4072935
October 1, 1998	25.0000000

SCHEDULE D TO LEASE

Basic RentBasic Rental
Payment DatePercentage of
Purchase Price
Per Unit

Oct 1, 1986	TPS	0.0	TPS
January 1, 1987		1.3497167	
April 1, 1987		2.2072168	
July 1, 1987		1.6640625	
October 1, 1987		4.7936369	
January 1, 1988		1.5946251	
April 1, 1988		1.5946251	
July 1, 1988		1.5946251	
October 1, 1988		5.2307577	
January 1, 1989		1.5139484	
April 1, 1989		1.5139484	
July 1, 1989		1.5139484	
October 1, 1989		5.4727878	
January 1, 1990		1.4261116	
April 1, 1990		1.4261116	
July 1, 1990		1.4261116	
October 1, 1990		5.7362980	
January 1, 1991		1.3304794	
April 1, 1991		1.3304794	
July 1, 1991		1.3304794	
October 1, 1991		6.0231948	
January 1, 1992		1.2263597	
April 1, 1992		1.2263597	
July 1, 1992		1.5848111	
October 1, 1992		5.9771023	
January 1, 1993		1.1289058	
April 1, 1993		7.8899466	
July 1, 1993		1.6106272	
October 1, 1993		1.6106272	
January 1, 1994		1.0039163	
April 1, 1994		8.1677630	
July 1, 1994		1.5342138	
October 1, 1994		1.5342138	
January 1, 1995		0.8791243	
April 1, 1995		9.9095657	
July 1, 1995		0.7357178	
October 1, 1995		0.7156990	
January 1, 1996		0.7156990	
April 1, 1996		10.5284508	
July 1, 1996		0.4979786	
October 1, 1996		0.4979786	
January 1, 1997		0.4979786	
April 1, 1997		11.2220520	
July 1, 1997		0.2600382	
October 1, 1997		0.2600382	
January 1, 1998		0.2600382	
April 1, 1998		11.9800687	

July 1, 1998
 October 1, 1998 TPS

0.0
 0.0
 TPS

AMENDMENT AGREEMENT No. 1, dated as of December 15, 1986, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation (the "Lessee"), WHIRLPOOL ACCEPTANCE CORPORATION, a Delaware corporation (the "Vendee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (the "Agent"), and THE AETNA CASUALTY AND SURETY COMPANY (the "Investor" and together with its successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of July 15, 1986, (the "Participation Agreement");

WHEREAS the Builders (as defined in the Participation Agreement) and the Vendee have entered into a Conditional Sale Agreement dated as of July 15, 1986 (the "CSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of July 15, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on August 1, 1986, at 4:40 p.m., recordation numbers 15013 and 15013-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on August 4, 1986, at 8:30 a.m.;

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS those variables affecting their Vendee's Net Economic Return (as defined in the Participation Agreement) have now been determined; and

WHEREAS based on such determination, the parties hereto now desire to amend certain provisions of the Documents to increase the commitment of the Investor to fund a portion of the Purchase Price of the Equipment from 60.8323% to 75% of such Purchase Price;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. The Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 60.8323% to 75% of such Purchase Price, and the Vendee will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "60.8323%" and to substitute the figure 75% therefor. In order to effect such increased commitment, the Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on December 30, 1986 \$1,884,369.73 (the "Increased Commitment") in the manner provided in the second paragraph of Paragraph 2 of the Participation Agreement and the Agent shall transmit the Increased Commitment to the Vendee on such date as provided in the second paragraph of Paragraph 13 of the Participation Agreement. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to the Investor a certificate or certificates of interest with respect to such payment substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated December 30, 1986.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "39.1677%" appearing therein and substituting "25%" therefor.

5. Schedule I to the CSA is hereby amended to read as set forth in Schedule I hereto.

6. Section 1 of the Lease is hereby amended by inserting "9.875%" in the penultimate sentence thereof.

7. Section 11 of the Lease is hereby amended by deleting the last sentence of the first paragraph and inserting in its place the following:

"In the event any Unit is not assembled, delivered and stored, as hereinabove provided, within 60 days after

such termination, the Lessee shall, in addition, pay to the Lessor for each day thereafter an amount equal to the amount, if any, by which the daily equivalent of the Basic Rent for such Unit for each such day exceeds the actual earnings received by the Lessor with respect to such Unit for each such day."

8. Schedules B and D to the Lease are hereby amended to read as set forth in Schedules B and D hereto.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

11. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

12. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

By _____
Title

[Corporate Seal]

Attest:

Title

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

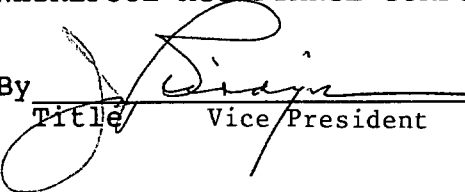
By _____
Title

[Corporate Seal]

Attest:

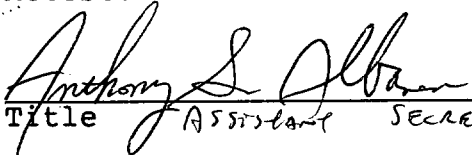
Title

WHIRLPOOL ACCEPTANCE CORPORATION,

By 
Title Vice President

[Corporate Seal]

Attest:


Title Assistant Secretary

THE AETNA CASUALTY AND SURETY
COMPANY,

By _____
Title

[Corporate Seal]

Attest:

Title

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the Director-Financing of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

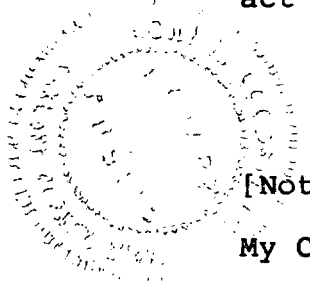
Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 29TH day of December 1986, before me personally appeared James W. Biddinger, to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


Joni L. Goodsmith
Notary Public

[Notarial Seal]

My Commission Expires: 5-20-90

JONI L. GOODSMITH
Notary Public, Oakland County, MI
My Commission Expires May 20, 1990
Acting in Wayne County, MI

STATE OF CONNECTICUT,)
) ss.:
CITY OF ,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he a _____ of THE AETNA CASUALTY AND SURETY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of _____, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

SCHEDULE 1 OF
PARTICIPATION
AGREEMENT

SCHEDULE I

<u>Payment Date</u>	<u>Debt Service</u>	<u>Ending Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
January 1, 1987	17996.23	17996.23*	0.00	1000000.00**
April 1, 1987	22187.50	22187.50	0.00	1000000.00
July 1, 1987	22187.50	22187.50	0.00	1000000.00
October 1, 1987	63915.16	22187.50	41727.66	958272.34
January 1, 1988	21261.67	21261.67	0.00	958272.34
April 1, 1988	21261.67	21261.67	0.00	958272.34
July 1, 1988	21261.67	21261.67	0.00	958272.34
October 1, 1988	69743.44	21261.67	48481.77	909790.57
January 1, 1989	20185.98	20185.98	0.00	909790.57
April 1, 1989	20185.98	20185.98	0.00	909790.57
July 1, 1989	20185.98	20185.98	0.00	909790.57
October 1, 1989	72970.50	20185.97	52784.53	857006.04
January 1, 1990	19014.82	19014.82	0.00	857006.04
April 1, 1990	19014.82	19014.82	0.00	857006.04
July 1, 1990	19014.82	19014.82	0.00	857006.04
October 1, 1990	76483.97	19014.82	57469.15	799536.89
January 1, 1991	17739.72	17739.72	0.00	799536.89
April 1, 1991	17739.72	17739.72	0.00	799536.89
July 1, 1991	17739.72	17739.72	0.00	799536.89
October 1, 1991	80309.26	17739.72	62569.54	736967.35
January 1, 1992	16351.46	16351.46	0.00	736967.35
April 1, 1992	16351.46	16351.46	0.00	736967.35
July 1, 1992	16351.46	16351.46	0.00	736967.35
October 1, 1992	74915.34	16351.46	58563.88	678403.47
January 1, 1993	15052.08	15052.08	0.00	678403.47
April 1, 1993	90163.13	15052.07	75111.06	603292.41
July 1, 1993	13385.55	13385.55	0.00	603292.41
October 1, 1993	13385.55	13385.55	0.00	603292.41
January 1, 1994	13385.55	13385.55	0.00	603292.41
April 1, 1994	88377.90	13385.55	74992.35	528300.06
July 1, 1994	11721.66	11721.66	0.00	528300.06
October 1, 1994	11721.66	11721.66	0.00	528300.06
January 1, 1995	11721.66	11721.66	0.00	528300.06
April 1, 1995	109930.32	11721.66	98208.66	430091.40
July 1, 1995	9542.65	9542.65	0.00	430091.50
October 1, 1995	9542.65	9542.65	0.00	430091.40
January 1, 1996	9542.65	9542.65	0.00	430091.40
April 1, 1996	140379.34	9542.65	130836.69	299254.71
July 1, 1996	6639.71	6639.71	0.00	299254.71
October 1, 1996	6639.71	6639.71	0.00	299254.71
January 1, 1997	6639.71	6639.71	0.00	299254.71
April 1, 1997	149627.36	6639.71	142987.65	156267.06
July 1, 1997	3467.18	3467.18	0.00	156267.06
October 1, 1997	3467.18	3467.18	0.00	156267.06
January 1, 1998	3467.18	3467.18	0.00	156267.06
April 1, 1998	159734.24	3467.18	156267.06	0.00
July 1, 1998	0.00	0.00	0.00	0.00
October 1, 1998	0.00	0.00	0.00	0.00

* Plus interest accrued on this amount since December 30, 1986.

** Reflects additional principal investment made on December 30, 1986.

SCHEDULE B OF LEASE

Casualty Value
(Exclusive of Rent)

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
January 1, 1987	103.0341576
April 1, 1987	103.2293041
July 1, 1987	103.8693339
October 1, 1987	101.3339191
January 1, 1988	98.4393952
April 1, 1988	98.9315345
July 1, 1988	99.3565465
October 1, 1988	96.1086427
January 1, 1989	96.4593389
April 1, 1989	96.7800966
July 1, 1989	97.0348288
October 1, 1989	93.2915485
January 1, 1990	93.4671365
April 1, 1990	93.6100993
July 1, 1990	93.6852757
October 1, 1990	89.4085919
January 1, 1991	89.4121034
April 1, 1991	89.4121034
July 1, 1991	89.4121034
October 1, 1991	84.7193879
January 1, 1992	84.7193879
April 1, 1992	84.7193879
July 1, 1992	84.3647667
October 1, 1992	79.6178544
January 1, 1993	79.6216847
April 1, 1993	72.8739926
July 1, 1993	72.2737646
October 1, 1993	71.6735367
January 1, 1994	71.6800197
April 1, 1994	64.5387669
July 1, 1994	63.8906774
October 1, 1994	63.2425879
January 1, 1995	63.2495879
April 1, 1995	54.2435420
July 1, 1995	54.2311095
October 1, 1995	54.2611127

Rental
Payment Dates

Percentage
of Purchase
Price Per Unit

January 1, 1996	54.3146399
April 1, 1996	44.5752039
July 1, 1996	44.6903561
October 1, 1996	44.8330446
January 1, 1997	45.0038305
April 1, 1997	34.4745791
July 1, 1997	34.7179627
October 1, 1997	34.9941791
January 1, 1998	35.3038972
April 1, 1998	23.9226416
July 1, 1998	24.4072935
October 1, 1998	25.0000000

SCHEDULE D TO LEASE

Basic Rent

<u>Basic Rental Payment Date</u>	<u>Percentage of Purchase Price Per Unit</u>
October 1, 1986	0.00
January 1, 1987	1.3497167
April 1, 1987	2.2072168
July 1, 1987	1.6640625
October 1, 1987	4.7936369
January 1, 1988	1.5946251
April 1, 1988	1.5946251
July 1, 1988	1.5946251
October 1, 1988	5.2307577
January 1, 1989	1.5139484
April 1, 1989	1.5139484
July 1, 1989	1.5139484
October 1, 1989	5.4727878
January 1, 1990	1.4261116
April 1, 1990	1.4261116
July 1, 1990	1.4261116
October 1, 1990	5.7362980
January 1, 1991	1.3304794
April 1, 1991	1.3304794
July 1, 1991	1.3304794
October 1, 1991	6.0231948
January 1, 1992	1.2263597
April 1, 1992	1.2263597
July 1, 1992	1.5848111
October 1, 1992	5.9771023
January 1, 1993	1.1289058
April 1, 1993	7.8899466
July 1, 1993	1.6106272
October 1, 1993	1.6106272
January 1, 1994	1.0039163
April 1, 1994	8.1677630
July 1, 1994	1.5342138
October 1, 1994	1.5342138
January 1, 1995	0.8791243
April 1, 1995	9.9095657
July 1, 1995	0.7357178
October 1, 1995	0.7156990
January 1, 1996	0.7156990
April 1, 1996	10.5284508
July 1, 1996	0.4979786
October 1, 1996	0.4979786
January 1, 1997	0.4979786
April 1, 1997	11.2220520
July 1, 1997	0.2600382
October 1, 1997	0.2600382
January 1, 1998	0.2600382
April 1, 1998	11.9800687
July 1, 1998	0.00
October 1, 1998	0.00

AMENDMENT AGREEMENT No. 1, dated as of December 15, 1986, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation (the "Lessee"), WHIRLPOOL ACCEPTANCE CORPORATION, a Delaware corporation (the "Vendee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (the "Agent"), and THE AETNA CASUALTY AND SURETY COMPANY (the "Investor" and together with its successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of July 15, 1986, (the "Participation Agreement");

WHEREAS the Builders (as defined in the Participation Agreement) and the Vendee have entered into a Conditional Sale Agreement dated as of July 15, 1986 (the "CSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of July 15, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on August 1, 1986, at 4:40 p.m., recordation numbers 15013 and 15013-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on August 4, 1986, at 8:30 a.m.;

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS those variables affecting their Vendee's Net Economic Return (as defined in the Participation Agreement) have now been determined; and

WHEREAS based on such determination, the parties hereto now desire to amend certain provisions of the Documents to increase the commitment of the Investor to fund a portion of the Purchase Price of the Equipment from 60.8323% to 75% of such Purchase Price;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. The Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 60.8323% to 75% of such Purchase Price, and the Vendee will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "60.8323%" and to substitute the figure 75% therefor. In order to effect such increased commitment, the Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on December 30, 1986 \$1,884,369.73 (the "Increased Commitment") in the manner provided in the second paragraph of Paragraph 2 of the Participation Agreement and the Agent shall transmit the Increased Commitment to the Vendee on such date as provided in the second paragraph of Paragraph 13 of the Participation Agreement. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to the Investor a certificate or certificates of interest with respect to such payment substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated December 30, 1986.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "39.1677%" appearing therein and substituting "25%" therefor.

5. Schedule I to the CSA is hereby amended to read as set forth in Schedule I hereto.

6. Section 1 of the Lease is hereby amended by inserting "9.875%" in the penultimate sentence thereof.

7. Section 11 of the Lease is hereby amended by deleting the last sentence of the first paragraph and inserting in its place the following:

"In the event any Unit is not assembled, delivered and stored, as hereinabove provided, within 60 days after

such termination, the Lessee shall, in addition, pay to the Lessor for each day thereafter an amount equal to the amount, if any, by which the daily equivalent of the Basic Rent for such Unit for each such day exceeds the actual earnings received by the Lessor with respect to such Unit for each such day."

8. Schedules B and D to the Lease are hereby amended to read as set forth in Schedules B and D hereto.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

11. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

12. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

By _____
Title

[Corporate Seal]

Attest:

Title

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

By 
Title

[Corporate Seal]

Attest:



Title CORPORATE TRUST OFFICER

WHIRLPOOL ACCEPTANCE CORPORATION,

By _____
Title

[Corporate Seal]

Attest:

Title

THE AETNA CASUALTY AND SURETY
COMPANY,

By _____
Title

[Corporate Seal]

Attest:

Title

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the Director-Financing of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

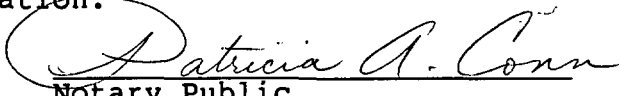
Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 29th day of December 1986, before me personally appeared R. E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he a VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


Notary Public

[Notarial Seal]

My Commission Expires: 7-1-90

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF CONNECTICUT,)
) ss.:
CITY OF _____,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he a _____ of THE AETNA CASUALTY AND SURETY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of _____, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

SCHEDULE 1 OF
PARTICIPATION
AGREEMENT

SCHEDULE I

<u>Payment Date</u>	<u>Debt Service</u>	<u>Ending Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
January 1, 1987	17996.23	17996.23*	0.00	1000000.00**
April 1, 1987	22187.50	22187.50	0.00	1000000.00
July 1, 1987	22187.50	22187.50	0.00	1000000.00
October 1, 1987	63915.16	22187.50	41727.66	958272.34
January 1, 1988	21261.67	21261.67	0.00	958272.34
April 1, 1988	21261.67	21261.67	0.00	958272.34
July 1, 1988	21261.67	21261.67	0.00	958272.34
October 1, 1988	69743.44	21261.67	48481.77	909790.57
January 1, 1989	20185.98	20185.98	0.00	909790.57
April 1, 1989	20185.98	20185.98	0.00	909790.57
July 1, 1989	20185.98	20185.98	0.00	909790.57
October 1, 1989	72970.50	20185.97	52784.53	857006.04
January 1, 1990	19014.82	19014.82	0.00	857006.04
April 1, 1990	19014.82	19014.82	0.00	857006.04
July 1, 1990	19014.82	19014.82	0.00	857006.04
October 1, 1990	76483.97	19014.82	57469.15	799536.89
January 1, 1991	17739.72	17739.72	0.00	799536.89
April 1, 1991	17739.72	17739.72	0.00	799536.89
July 1, 1991	17739.72	17739.72	0.00	799536.89
October 1, 1991	80309.26	17739.72	62569.54	736967.35
January 1, 1992	16351.46	16351.46	0.00	736967.35
April 1, 1992	16351.46	16351.46	0.00	736967.35
July 1, 1992	16351.46	16351.46	0.00	736967.35
October 1, 1992	74915.34	16351.46	58563.88	678403.47
January 1, 1993	15052.08	15052.08	0.00	678403.47
April 1, 1993	90163.13	15052.07	75111.06	603292.41
July 1, 1993	13385.55	13385.55	0.00	603292.41
October 1, 1993	13385.55	13385.55	0.00	603292.41
January 1, 1994	13385.55	13385.55	0.00	603292.41
April 1, 1994	88377.90	13385.55	74992.35	528300.06
July 1, 1994	11721.66	11721.66	0.00	528300.06
October 1, 1994	11721.66	11721.66	0.00	528300.06
January 1, 1995	11721.66	11721.66	0.00	528300.06
April 1, 1995	109930.32	11721.66	98208.66	430091.40
July 1, 1995	9542.65	9542.65	0.00	430091.50
October 1, 1995	9542.65	9542.65	0.00	430091.40
January 1, 1996	9542.65	9542.65	0.00	430091.40
April 1, 1996	140379.34	9542.65	130836.69	299254.71
July 1, 1996	6639.71	6639.71	0.00	299254.71
October 1, 1996	6639.71	6639.71	0.00	299254.71
January 1, 1997	6639.71	6639.71	0.00	299254.71
April 1, 1997	149627.36	6639.71	142987.65	156267.06
July 1, 1997	3467.18	3467.18	0.00	156267.06
October 1, 1997	3467.18	3467.18	0.00	156267.06
January 1, 1998	3467.18	3467.18	0.00	156267.06
April 1, 1998	159734.24	3467.18	156267.06	0.00
July 1, 1998	0.00	0.00	0.00	0.00
October 1, 1998	0.00	0.00	0.00	0.00

* Plus interest accrued on this amount since December 30, 1986.

** Reflects additional principal investment made on December 30, 1986.

SCHEDULE B OF LEASE

Casualty Value
(Exclusive of Rent)

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
January 1, 1987	103.0341576
April 1, 1987	103.2293041
July 1, 1987	103.8693339
October 1, 1987	101.3339191
January 1, 1988	98.4393952
April 1, 1988	98.9315345
July 1, 1988	99.3565465
October 1, 1988	96.1086427
January 1, 1989	96.4593389
April 1, 1989	96.7800966
July 1, 1989	97.0348288
October 1, 1989	93.2915485
January 1, 1990	93.4671365
April 1, 1990	93.6100993
July 1, 1990	93.6852757
October 1, 1990	89.4085919
January 1, 1991	89.4121034
April 1, 1991	89.4121034
July 1, 1991	89.4121034
October 1, 1991	84.7193879
January 1, 1992	84.7193879
April 1, 1992	84.7193879
July 1, 1992	84.3647667
October 1, 1992	79.6178544
January 1, 1993	79.6216847
April 1, 1993	72.8739926
July 1, 1993	72.2737646
October 1, 1993	71.6735367
January 1, 1994	71.6800197
April 1, 1994	64.5387669
July 1, 1994	63.8906774
October 1, 1994	63.2425879
January 1, 1995	63.2495879
April 1, 1995	54.2435420
July 1, 1995	54.2311095
October 1, 1995	54.2611127

Rental
Payment Dates

Percentage
of Purchase
Price Per Unit

January 1, 1996	54.3146399
April 1, 1996	44.5752039
July 1, 1996	44.6903561
October 1, 1996	44.8330446
January 1, 1997	45.0038305
April 1, 1997	34.4745791
July 1, 1997	34.7179627
October 1, 1997	34.9941791
January 1, 1998	35.3038972
April 1, 1998	23.9226416
July 1, 1998	24.4072935
October 1, 1998	25.0000000

SCHEDULE D TO LEASE

Basic Rent

<u>Basic Rental Payment Date</u>	<u>Percentage of Purchase Price Per Unit</u>
October 1, 1986	0.00
January 1, 1987	1.3497167
April 1, 1987	2.2072168
July 1, 1987	1.6640625
October 1, 1987	4.7936369
January 1, 1988	1.5946251
April 1, 1988	1.5946251
July 1, 1988	1.5946251
October 1, 1988	5.2307577
January 1, 1989	1.5139484
April 1, 1989	1.5139484
July 1, 1989	1.5139484
October 1, 1989	5.4727878
January 1, 1990	1.4261116
April 1, 1990	1.4261116
July 1, 1990	1.4261116
October 1, 1990	5.7362980
January 1, 1991	1.3304794
April 1, 1991	1.3304794
July 1, 1991	1.3304794
October 1, 1991	6.0231948
January 1, 1992	1.2263597
April 1, 1992	1.2263597
July 1, 1992	1.5848111
October 1, 1992	5.9771023
January 1, 1993	1.1289058
April 1, 1993	7.8899466
July 1, 1993	1.6106272
October 1, 1993	1.6106272
January 1, 1994	1.0039163
April 1, 1994	8.1677630
July 1, 1994	1.5342138
October 1, 1994	1.5342138
January 1, 1995	0.8791243
April 1, 1995	9.9095657
July 1, 1995	0.7357178
October 1, 1995	0.7156990
January 1, 1996	0.7156990
April 1, 1996	10.5284508
July 1, 1996	0.4979786
October 1, 1996	0.4979786
January 1, 1997	0.4979786
April 1, 1997	11.2220520
July 1, 1997	0.2600382
October 1, 1997	0.2600382
January 1, 1998	0.2600382
April 1, 1998	11.9800687
July 1, 1998	0.00
October 1, 1998	0.00

AMENDMENT AGREEMENT No. 1, dated as of December 15, 1986, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation (the "Lessee"), WHIRLPOOL ACCEPTANCE CORPORATION, a Delaware corporation (the "Vendee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (the "Agent"), and THE AETNA CASUALTY AND SURETY COMPANY (the "Investor" and together with its successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of July 15, 1986, (the "Participation Agreement");

WHEREAS the Builders (as defined in the Participation Agreement) and the Vendee have entered into a Conditional Sale Agreement dated as of July 15, 1986 (the "CSA");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of July 15, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on August 1, 1986, at 4:40 p.m., recordation numbers 15013 and 15013-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on August 4, 1986, at 8:30 a.m.;

WHEREAS pursuant to Paragraph 16 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease to achieve certain predetermined economics upon the identification of a number of variables which were unknown at the time the Participation Agreement was executed;

WHEREAS those variables affecting their Vendee's Net Economic Return (as defined in the Participation Agreement) have now been determined; and

WHEREAS based on such determination, the parties hereto now desire to amend certain provisions of the Documents to increase the commitment of the Investor to fund a portion of the Purchase Price of the Equipment from 60.8323% to 75% of such Purchase Price;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. The Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 60.8323% to 75% of such Purchase Price, and the Vendee will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "60.8323%" and to substitute the figure 75% therefor. In order to effect such increased commitment, the Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on December 30, 1986 \$1,884,369.73 (the "Increased Commitment") in the manner provided in the second paragraph of Paragraph 2 of the Participation Agreement and the Agent shall transmit the Increased Commitment to the Vendee on such date as provided in the second paragraph of Paragraph 13 of the Participation Agreement. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to the Investor a certificate or certificates of interest with respect to such payment substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated December 30, 1986.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "39.1677%" appearing therein and substituting "25%" therefor.

5. Schedule I to the CSA is hereby amended to read as set forth in Schedule I hereto.

6. Section 1 of the Lease is hereby amended by inserting "9.875%" in the penultimate sentence thereof.

7. Section 11 of the Lease is hereby amended by deleting the last sentence of the first paragraph and inserting in its place the following:

"In the event any Unit is not assembled, delivered and stored, as hereinabove provided, within 60 days after

such termination, the Lessee shall, in addition, pay to the Lessor for each day thereafter an amount equal to the amount, if any, by which the daily equivalent of the Basic Rent for such Unit for each such day exceeds the actual earnings received by the Lessor with respect to such Unit for each such day."

8. Schedules B and D to the Lease are hereby amended to read as set forth in Schedules B and D hereto.

9. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

10. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

11. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

12. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

By _____
Title

[Corporate Seal]

Attest:

Title

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

By _____
Title

[Corporate Seal]

Attest:

Title

WHIRLPOOL ACCEPTANCE CORPORATION,

By _____
Title

[Corporate Seal]

Attest:

Title

THE AETNA CASUALTY AND SURETY
COMPANY,

By William E. Young
Title Sr. Investment Officer

[Corporate Seal]

Attest:

Michelle G. Koster
Title asst. Secretary

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the Director-Financing of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this, _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of WHIRLPOOL ACCEPTANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF CONNECTICUT,)
) ss.:
CITY OF Hartford,)

On this 30th day of December 1986, before me personally appeared HELEN E. YOUNG, to me personally known, who, being by me duly sworn, says that he a SR. INVESTMENT OFFICER of THE AETNA CASUALTY AND SURETY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of _____, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robin M. Bangham
Notary Public

[Notarial Seal]

My Commission Expires: _____

ROBIN M. BANGHAM
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991

SCHEDULE 1 OF
PARTICIPATION
AGREEMENT

SCHEDULE I

<u>Payment Date</u>	<u>Debt Service</u>	<u>Ending Interest Payment</u>	<u>Principal Repayment</u>	<u>Principal Balance</u>
January 1, 1987	17996.23	17996.23*	0.00	1000000.00**
April 1, 1987	22187.50	22187.50	0.00	1000000.00
July 1, 1987	22187.50	22187.50	0.00	1000000.00
October 1, 1987	63915.16	22187.50	41727.66	958272.34
January 1, 1988	21261.67	21261.67	0.00	958272.34
April 1, 1988	21261.67	21261.67	0.00	958272.34
July 1, 1988	21261.67	21261.67	0.00	958272.34
October 1, 1988	69743.44	21261.67	48481.77	909790.57
January 1, 1989	20185.98	20185.98	0.00	909790.57
April 1, 1989	20185.98	20185.98	0.00	909790.57
July 1, 1989	20185.98	20185.98	0.00	909790.57
October 1, 1989	72970.50	20185.97	52784.53	857006.04
January 1, 1990	19014.82	19014.82	0.00	857006.04
April 1, 1990	19014.82	19014.82	0.00	857006.04
July 1, 1990	19014.82	19014.82	0.00	857006.04
October 1, 1990	76483.97	19014.82	57469.15	799536.89
January 1, 1991	17739.72	17739.72	0.00	799536.89
April 1, 1991	17739.72	17739.72	0.00	799536.89
July 1, 1991	17739.72	17739.72	0.00	799536.89
October 1, 1991	80309.26	17739.72	62569.54	736967.35
January 1, 1992	16351.46	16351.46	0.00	736967.35
April 1, 1992	16351.46	16351.46	0.00	736967.35
July 1, 1992	16351.46	16351.46	0.00	736967.35
October 1, 1992	74915.34	16351.46	58563.88	678403.47
January 1, 1993	15052.08	15052.08	0.00	678403.47
April 1, 1993	90163.13	15052.07	75111.06	603292.41
July 1, 1993	13385.55	13385.55	0.00	603292.41
October 1, 1993	13385.55	13385.55	0.00	603292.41
January 1, 1994	13385.55	13385.55	0.00	603292.41
April 1, 1994	88377.90	13385.55	74992.35	528300.06
July 1, 1994	11721.66	11721.66	0.00	528300.06
October 1, 1994	11721.66	11721.66	0.00	528300.06
January 1, 1995	11721.66	11721.66	0.00	528300.06
April 1, 1995	109930.32	11721.66	98208.66	430091.40
July 1, 1995	9542.65	9542.65	0.00	430091.50
October 1, 1995	9542.65	9542.65	0.00	430091.40
January 1, 1996	9542.65	9542.65	0.00	430091.40
April 1, 1996	140379.34	9542.65	130836.69	299254.71
July 1, 1996	6639.71	6639.71	0.00	299254.71
October 1, 1996	6639.71	6639.71	0.00	299254.71
January 1, 1997	6639.71	6639.71	0.00	299254.71
April 1, 1997	149627.36	6639.71	142987.65	156267.06
July 1, 1997	3467.18	3467.18	0.00	156267.06
October 1, 1997	3467.18	3467.18	0.00	156267.06
January 1, 1998	3467.18	3467.18	0.00	156267.06
April 1, 1998	159734.24	3467.18	156267.06	0.00
July 1, 1998	0.00	0.00	0.00	0.00
October 1, 1998	0.00	0.00	0.00	0.00

* Plus interest accrued on this amount since December 30, 1986.

** Reflects additional principal investment made on December 30, 1986.

SCHEDULE B OF LEASE

Casualty Value
(Exclusive of Rent)

<u>Rental Payment Dates</u>	<u>Percentage of Purchase Price Per Unit</u>
January 1, 1987	103.0341576
April 1, 1987	103.2293041
July 1, 1987	103.8693339
October 1, 1987	101.3339191
January 1, 1988	98.4393952
April 1, 1988	98.9315345
July 1, 1988	99.3565465
October 1, 1988	96.1086427
January 1, 1989	96.4593389
April 1, 1989	96.7800966
July 1, 1989	97.0348288
October 1, 1989	93.2915485
January 1, 1990	93.4671365
April 1, 1990	93.6100993
July 1, 1990	93.6852757
October 1, 1990	89.4085919
January 1, 1991	89.4121034
April 1, 1991	89.4121034
July 1, 1991	89.4121034
October 1, 1991	84.7193879
January 1, 1992	84.7193879
April 1, 1992	84.7193879
July 1, 1992	84.3647667
October 1, 1992	79.6178544
January 1, 1993	79.6216847
April 1, 1993	72.8739926
July 1, 1993	72.2737646
October 1, 1993	71.6735367
January 1, 1994	71.6800197
April 1, 1994	64.5387669
July 1, 1994	63.8906774
October 1, 1994	63.2425879
January 1, 1995	63.2495879
April 1, 1995	54.2435420
July 1, 1995	54.2311095
October 1, 1995	54.2611127